

RETURN

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To an order of the House of Commons, dated 23rd April, 1917, showing a copy of all contracts and agreements between Sir Charles Ross, his successors or assigns and His Majesty the King, represented by the Minister of Militia and Defence, since and including the agreement between them dated the 27th day of March, A.D. 1902.

E. L. PATENAUDE,
Secretary of State.

MEMORANDUM OF AGREEMENT made in duplicate this 27th day of March, 1902,

BETWEEN

Sir CHARLES ROSS, Bart., of Balnagowan, hereinafter called the contractor, of the first part,

and

HIS MAJESTY THE KING, represented by Hon. F. W. BORDEN, MINISTER OF MILITIA AND DEFENCE OF THE DOMINION OF CANADA, hereinafter called the Minister, which expression as herein used includes also the successors in office of the said Minister of Militia and Defence, His Majesty so represented being hereinafter referred to as the Government, of the second part.

Whereas it is considered in the general interests of Canada that the rifles required by the Government for the purposes of Militia and Defence should be manufactured in Canada, and whereas the Contractor has proposed by himself, or his assigns to undertake the establishment and operation of a suitable factory in Canada for the manufacture of such rifles, and to supply the Government with the rifles so required, manufactured at the said factory and delivered at a cost to the Government not exceeding that which the Government would have to pay for similar rifles purchased by or for the Government as heretofore on the English market.

This agreement therefore witnesseth, and it is agreed by and between the Contractor and the Government, as follows:—

1. The Contractor is to establish at or near the city of Quebec in Canada a factory for the manufacture of rifles, with the necessary plant.

2. The Contractor undertakes to deliver to the Government between the first day of January, 1903, and the first day of January, 1904, 12,000 rifles manufactured at the said factory corresponding and equal in every respect to a standard sample rifle which is to be approved by the Minister, such rifles to be delivered by monthly even quantities, as nearly as may be, of 1,000.

3. The Government shall be bound and entitled to purchase from the Contractor all rifles required for the use of the Government during the continuance of this contract. The Contractor agrees that if the Government so desires and signifies its

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desire in writing on or before the 30th day of September in any year after the year now current the Contractor will deliver to the Government within the year following the next succeeding first day of January a number of rifles not less than 10,000 manufactured at the said factory, such rifles to be delivered by monthly even quantities, as nearly as may be, of not less than 800. If during any year the Government shall require any number of rifles in excess of the number hereinbefore specified for that year the Government shall immediately notify the Contractor of the additional number required, and the Contractor shall do his utmost to manufacture at the said factory and deliver to the Government all such rifles as may be reasonably required, and if need be he shall operate the factory at any time twenty-four hours per day, and he shall if required furnish the total output of the said factory to the Government; provided, however, that in case of war, actual or threatened, or any national emergency, requiring, in the opinion of the Government, the immediate supply of additional arms, the Contractor upon receiving any notice or demand from the Government for any number of rifles specified to be urgently required in view of this proviso shall, within thirty days after receiving such notice or demand, notify the Government in writing of the number of rifles which he will undertake to furnish in accordance with such notice or demand, and the Government shall not under any circumstances be bound to purchase from the Contractor in respect of any such notice or demand any number of rifles in excess of the number which the Contractor so notifies the Government that he will be able to supply.

4. All the said rifles hereby contracted for are previous to delivery to be inspected by the inspector of small arms of the Government of Canada, and upon such inspection the said rifles being found up to sample as aforesaid delivery shall be taken as complete at the factory.

5. If at any time or from time to time the Government should desire to have any changes in or modification of the rifle to be manufactured and supplied by the Contractor the Government may give to the Contractor at least twelve months' notice in writing specifying such changes or modification, and requiring the Contractor at the expiration of the period of such notice to manufacture and deliver rifles so changed or modified, and the Contractor shall thereupon be bound upon and after the expiration of the said period to manufacture and deliver the rifles subject to such changes and modification, and the said standard sample rifle so furnished as aforesaid shall in respect of all rifles to be delivered after the expiration of the said period be deemed to have been altered or modified in accordance with the changes or modification specified by the said notice.

6. If a new rifle shall be invented which the Government shall desire to adopt or use the Government may furnish to the Contractor a standard sample of such new rifle, and give the Contractor twelve months' notice in writing requiring that the rifles to be delivered by the Contractor upon and after the expiration of the period of such last mentioned notice shall correspond to the standard sample of such new rifle so furnished; the Government to protect the Contractor against any actions for infringements of patents so far as such new rifles supplied to the Government are concerned, and upon and after the expiration of the said period all rifles to be delivered by the Contractor shall accordingly correspond to such substituted standard sample, and the Contractor agrees to originally lay out and adapt his plant, machinery, etc., so as to provide the best facilities which can reasonably be foreseen to enable him to apply the same to the manufacture of any such new rifle which may be desired.

7. The Government shall furnish to the Contractor a standard sample rifle mentioned in the second clause of this contract on or before the tenth day of April, 1902. If for any reason such standard rifle should not be furnished until after the said date the Contractor shall, if he so desires, be entitled to equivalent extension of the time herein provided for manufacture and delivery.

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8. The Government shall pay for the said 12,000 rifles mentioned in the second clause of this contract at the rate of \$25 for each such rifle. The Government shall pay out of moneys to be appropriated by Parliament for the purpose for all rifles subsequently ordered as herein stipulated the same price of \$25 for each of such rifles, unless one of the parties hereto shall upon the occasion of any demand for further rifles notify the other of such parties that the price of such rifles in similar quantities in the markets of Great Britain has relatively to the present price increased or diminished, in which case the aforesaid price of \$25 shall no longer govern, but the price for the rifles so ordered and to be thereafter ordered shall depend upon a further agreement of the parties, and in default of agreement the price to be fixed as provided in the 9th clause hereof. The price for all rifles herein contracted for or to be supplied pursuant to the provisions of this agreement shall be payable upon delivery; provided, however, that after the establishment of the said factory and supplying of the plant for the running of the same the Contractor shall be entitled to payment in advance of delivery of moneys actually expended upon the rifles or parts thereof or fixtures therefor to be delivered in that year upon a statement certified by him of the amount so spent upon establishing the fact of such expenditure to the satisfaction, testified by his signature of such statement, of the government inspector of small arms, such payments in no case to exceed 75 per cent of the price of such rifles, the Contractor undertaking whenever such advances are made to insure and keep insured the said rifles, parts and fixtures against loss or damage by fire for the benefit of the Government to the extent of such advances.

9. Provided, however, that in case of any changes in or modification of the rifle to be manufactured by the Contractor hereunder, pursuant to any such notice as aforesaid, or in case of the adoption by the Government of a new rifle to be invented as aforesaid, the price to be paid shall be the price above named, or such price increased or diminished by a sum to be agreed upon between the Government and the Contractor, having regard to the question as to whether such changes or modification increase or diminish the cost of production, or in case of the adoption of a new rifle, a price to be agreed upon between the Government and the Contractor; provided, further, that in default of agreement the amount of such increase or diminution of the price, as the case may be, shall be settled by two experts, one of whom shall be chosen by the Government, and the other by the Contractor, whose decision, if unanimous, shall be final, while in the event of a difference between them the two experts so named shall name a third, and the decision of any two of the three shall be binding; it being the intention of this agreement that the price of the rifles furnished hereunder shall so far as is possible be the same as that of similar rifles in like quantities purchased by or for the Government from the British manufacturers in the open market in England and delivered in Ottawa.

10. The Contractor shall be permitted to import into Canada all tools and machinery not manufactured in Canada up to the required standard necessary for the said factory, and also all material, or parts in the rough, unfinished, to be used in rifles to be manufactured by him for the Government, free of duty, or in case of payment by the Contractor of any duty on any such tools, machinery, or material or parts as aforesaid, the Contractor shall be entitled to a drawback or remission of the amount so paid; provided, also, that the Contractor shall be entitled to import free of duty or shall be entitled to drawback or remission of duty paid in respect of the finished parts to be used in any such rifles, consisting of screws, nuts, bands, and springs; and provided further that if at any time during the continuance of this contract the demand of the Government for rifles shall be such as to make it necessary for the Contractor to enlarge the capacity of his factory, then the machinery, plant, and material imported by him for that purpose, not manufactured in Canada up to the required standard, shall similarly be entitled to free entry or drawback or remission of duty paid.

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11. The Contractor shall not be bound to deliver at the time specified in the case of strikes or in the event of unforeseen occurrences beyond his control preventing manufacture, but in such case the Contractor shall have an equivalent extension of the time, he hereby undertaking to resume work as soon as possible.

12. The standard sample rifle to be approved by the Minister, as provided in paragraph 2 of this agreement, and all standard samples substituted therefor pursuant to this agreement shall remain in the custody of the Minister.

13. Any notice to the Contractor hereunder shall be deemed to be well and sufficiently given if the same be left at the Contractor's office or mailed in any post office to the Contractor at the said factory.

14. This contract is hereby pursuant to the provisions of the 16th section of chapter 11 of the Revised Statutes of Canada made subject to the express condition that no member of the House of Commons of Canada shall be admitted to any share or part of such contract or to any benefit to be derived therefrom.

15. This contract shall inure to the benefit of and shall be binding on the executors, administrators, and assigns of the Contractor, and where the context admits any reference therein to the Contractor shall be taken to extend equally to his executors, administrators, and assigns.

16. The wages to be paid in the execution of this contract shall be those generally accepted as current in each trade for competent working men and working women in the district where the work is carried out.

In witness whereof the Contractor and the Minister have hereunder set their hands and seals at Ottawa aforesaid the day and year first above written.

Signed, sealed and delivered }
in the presence of }
L. J. PINAULT. }

CHARLES L. ROSS,
F. W. BORDEN,
Minister of Militia and Defence.

MEMORANDUM OF AGREEMENT made in duplicate this 4th day of May, One thousand nine hundred and eight,

BETWEEN

Sir CHARLES ROSS, Baronet, of Balnagowan, Scotland, hereinafter called the Contractor, of the first part,

and

HIS MAJESTY THE KING, represented by the Honourable Sir FREDERICK W. BORDEN, MINISTER OF MILITIA AND DEFENCE, of the Dominion of Canada, hereinafter called the Minister, which expression as herein used indicates also the successors in office of the said Minister of Militia and Defence; His Majesty so represented being hereinafter referred to as the Government, of the second part.

Whereas it is considered in the general interests of Canada that the bayonets and scabbards for the rifle manufactured at present by the Contractor for the Government (herein called the Ross rifle) required by the Government for the purpose of Militia and Defence should be manufactured in Canada;

And whereas the Contractor has proposed by himself, or his assigns, to undertake the establishment and operation of a suitable factory in Canada for the manufacture of such bayonets and scabbards, and to supply the Government with the bayonets and scabbards so required, manufactured at the said factory and delivered to the Government;

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This agreement therefore witnesseth, and it is agreed by and between the Contractor and the Government as follows:—

1. The Contractor is to establish and operate in Canada a factory for the manufacture of bayonets and scabbards, with the necessary plant.

2. The Contractor undertakes to deliver to the Government, within three years after the delivery to the Contractor, by the Minister, of an approved standard pattern bayonet and scabbard and specifications and drawings therefor, 52,000 bayonets and scabbards manufactured in Canada at the said factory and corresponding and equal in every respect to the said standard pattern bayonet and scabbard and in accordance with the said specifications and drawings therefor; such bayonets and scabbards to be delivered by monthly even quantities as nearly as may be, deliveries to begin within one month of the completion by the Contractor of the necessary machinery, fixtures, and gauges; such completion by the Contractor to be carried out with all due diligence, and to be immediately notified in writing to the Minister. It is further understood and agreed that the Contractor shall not begin the manufacture of any bayonets or scabbards whatsoever under this contract until the said standard patterns, specifications, and drawings have been delivered to him by the Minister, which said standard patterns, specifications, and drawings shall be so delivered with due promptness and diligence.

3. The Government shall be bound and entitled to purchase from the Contractor all bayonets and scabbards required for the Ross rifle for the use of the Government during the continuance of this contract. The Contractor agrees that if the Government so desires and signifies its desire in writing on or before the 31st day of December, in any year after the year ending December 31, 1909, the Contractor will deliver to the Government within the year following the next succeeding first day of April, a number of bayonets and scabbards, not less than 10,000, manufactured at the said factory, such bayonets and scabbards to be delivered by monthly even quantities, as nearly as may be, of not less than 800. If during any year the Government shall require any number of bayonets and scabbards, in excess of the quantity hereinbefore specified for that year, or notified to the Contractor as aforesaid, the Government shall immediately notify the Contractor of the additional number required, and the Contractor shall do his utmost to manufacture at the said factory and deliver to the Government all such bayonets and scabbards as may be reasonably required, and he shall, if required, furnish the total output of the said factory to the Government; provided, however, that in case of war, actual or threatened, or any national emergency, requiring, in the opinion of the Government, the immediate supply of additional bayonets and scabbards, the Contractor, upon receiving any notice or demand from the Government for any number of bayonets and scabbards specified to be urgently required, in view of this proviso, shall within thirty days after receiving such notice or demand notify the Government in writing of the number of bayonets and scabbards which he will undertake to furnish in accordance with such notice or demand, and the Government shall not under any circumstances be bound to purchase from the Contractor, in respect of any such notice or demand, any number of bayonets and scabbards in excess of the number which the Contractor so notified the Government that he would be able to supply.

4. All the said bayonets and scabbards hereby contracted for are to be inspected before delivery, with reasonable promptness and diligence, by the Inspector of Small Arms, or other inspector duly authorized by the Government; and if, upon such inspection, the said bayonets and scabbards are found equal to the standard patterns and in accordance with the specifications and drawings as aforesaid, delivery shall be taken as complete at the factory; otherwise they shall not be accepted nor shall payment therefor be made. But in case they are not accepted by the inspector, his reasons for non-acceptance shall, on request, be given by him to the Contractor.

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5. If, at any time or from time to time, the Government should desire to make any change in or modification of the pattern or specifications of the bayonets and scabbards to be manufactured and supplied by the Contractor, the Government shall give the Contractor notice thereof in writing, specifying such changes or modifications, and requiring the Contractor to manufacture and deliver bayonets and scabbards so changed or modified; and the Contractor shall thereupon be bound to manufacture and deliver the bayonets and scabbards subject to such change or modification; and the said standard pattern bayonet and scabbard or specification therefor, so furnished as aforesaid, shall, in respect of all bayonets and scabbards to be delivered after the date of said notice, be deemed to have been altered or modified in accordance with the change or modification specified by the said notice.

Provided, however, that if the said change or modification necessitates the installation or acquisition of new materials, plant, machinery or premises by the Contractor, or otherwise is of such a nature that the Contractor cannot forthwith carry it into effect, the Government shall grant the Contractor such extension of time for the purpose as to the Government may seem reasonable in the premises; and the Contractor shall, if the Government so requires, discontinue all manufacture of bayonets and scabbards until such change or modification can be carried into effect.

Provided, further, that the loss or damage, if any, occasioned to the Contractor by any such change, modification or discontinuance of manufacture, shall be paid to the Contractor by the Government.

6. The Government shall pay for all bayonets and scabbards delivered under this contract at the rate of \$5.25 for each bayonet with scabbard complete. Payment therefor shall be made upon delivery.

Provided, however, that after the establishment of the said factory in good running order and the installation of all necessary plant, the Contractor, in any year during the continuance of this contract, if and so long as he is not in default with respect to the delivery of bayonets and scabbards under this contract, shall be entitled, in advance of delivery, to payment of moneys actually expended upon all bayonets and scabbards or parts therefor, to be delivered in that year, such payment to be made upon the Contractor's certificate of the amount so spent, attested by the signature of the Government Chartered Accountant, who shall first satisfy himself of the fact of such expenditure; such payments in no case to exceed 75 per cent of the price of such bayonets and scabbards, the Contractor undertaking whenever such advances are made to insure and keep insured the said bayonets and scabbards, and parts thereof, against loss or damage by fire, for the benefit of the Government to the extent of such advances, and the Contractor agreeing that, to the extent of such advances, the Government shall have a lien upon the said bayonets and scabbards and parts thereof.

Provided, moreover, that in case of any change in or modification of the pattern or specifications of the bayonets and scabbards to be manufactured by the Contractor hereunder, pursuant to any such notice as aforesaid, the price to be paid shall be the price above named, or such price increased or diminished by a sum to be agreed upon between the Government and the Contractor, having regard to the question whether such change or modification increases or diminishes the cost of production; and further, that, in default of agreement, the amount of such increase or diminution of the price, as the case may be, shall be settled by two experts, one to be chosen by the Government, and the other by the Contractor, whose decision, if unanimous, shall be final; while, in the event of a difference between them, the two experts so named shall name a third, and the decision of any two of the three shall be binding.

7. And further provided that the said contract price of \$5.25 may be either increased or diminished, by agreement between the Government and the Contractor, upon the demand of either party at the expiration of three years from the date

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hereof, or of any subsequent period of five years during the continuance of this contract; and in default of agreement, the same course shall be taken as is provided in the next preceding paragraph.

8. The Contractor shall not be bound to deliver at the time specified in the case of strikes or in the event of unforeseen occurrences beyond his control preventing manufacture, but, in such cases, the Contractor shall have an equivalent extension of time, he hereby undertaking to resume work as soon as possible.

9. The standard pattern bayonet and scabbard to be approved by the Minister, as provided in paragraph 2 of this agreement; and all standard patterns substituted therefor pursuant to this agreement shall remain in the custody of the Minister.

10. Any notice to the Contractor hereunder shall be deemed to be well and sufficiently given if the same be left to the Contractor's office, or mailed in any post office to the Contractor at the said factory.

11. Pursuant to the provision of the 16th section of chapter 11 of the Revised Statutes of Canada, this contract is hereby made subject to the express condition that no member of the House of Commons of Canada shall be admitted to any share or part of such contract, or to the benefit to be derived therefrom.

12. This contract shall inure to the benefit of and shall be binding on the executors, administrators, and assigns of the Contractor, and where the context admits any reference therein to the Contractor such reference shall be taken to extend equally to his executors, administrators and assigns.

13. The wages to be paid in the execution of this contract shall be those generally accepted as current in each trade for competent working men and working women in the district where the work is carried out.

14. The factory and the work there being performed under this contract, shall be open at all reasonable times, to inspection, by the Inspector of Small Arms, or other inspector duly authorized by the Government.

15. It is understood and agreed that all provisions in this contract, relating to the payment of moneys to the Contractor, upon, or in advance of, delivery of bayonets and scabbards, are to be read subject to the granting of moneys by Parliament for that purpose; and that such provisions will be carried into effect only in case such moneys are so granted by Parliament.

16. It is understood and agreed between the parties that at any time after five years from this date, either party may give to the other twelve months' notice of intention to terminate this contract, and that upon the expiration of twelve months from the giving of such notice the obligations of this contract shall be at an end.

In witness whereof the Contractor and the Minister have hereunder set their hands and seals at Ottawa aforesaid, the day and year first above written.

Signed, Sealed and Delivered .

in the presenc of

EUG. Fiset, Col.,
D.M., M. & D.

E. F. JARVIS,
Secy., Dept. M. & D.

CHARLES L. ROSS,
F. W. BORDEN,
Minister of Militia and Defence.

